

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AbilityOne Corporation
4 Sammons Court
Bolinbrook, IL 60440Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Patent Security Agreement

Execution Date: March 27, 2002

2. Name and address of receiving party(ies)

Name: First Union National Bank

Internal Address: _____

Street Address: 201 South College Street, CP-23City: Charlotte State: NC Zip: 28288Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) SEE ATTACHED SCHEDULEAdditional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven D. ThomasInternal Address: Moore & Van Allen, PLLCStreet Address: 2200 West Main Street,Suite 800City: Durham State: NC Zip: 277056. Total number of applications and patents involved: 57. Total fee (37 CFR 3.41).....\$ 200.00☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2316

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas
Name of Person Signing
SignatureDecember 11, 2002
DateTotal number of pages including cover sheet, attachments, and documents: 07Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

12/13/2002 GTDN11 00000048 D412295

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PATENT
REEL: 13563 FRAME: 0298

Schedule I

AbilityOne Corporation

U.S. Patents

Issued Patents

Description	Patent No.	Issued
HANDGRIP STRENGTH TESTER	D412295	7/27/99
MULTI-POSITION BODY SUPPORT	5489258	2/6/96
MULTI-POSITION BODY SUPPORT	D356527	3/21/95
CRANK TOP OVERBED TABLE	5022327	6/11/91
HEIGHT ADJUSTABLE OVERBED TABLE AND LOCKING DEVICE THEREFOR	5775234	7/7/98

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 27, 2002, is by and among ABILITYONE CORPORATION, a Michigan corporation (the "Obligor"), in favor of FIRST UNION NATIONAL BANK, a national banking association, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement described below.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of March 27, 2002 (as amended, restated, modified, or supplemented from time to time, the "Credit Agreement"), among AbilityOne Corporation, a Michigan corporation (the "Borrower"), AbilityOne Products Corp., a Delaware corporation (the "Parent"), the Domestic Subsidiaries of the Borrower from time to time party thereto (together with the Parent, individually a "Guarantor" and collectively the "Guarantors"), the lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the obligations of the Lenders to make their respective Loans and to issue Letters of Credit under the Credit Agreement that the Obligor shall have executed and delivered that certain Security Agreement dated as of March 27, 2002 (as the same may be amended, modified, extended or restated from time to time the "Security Agreement") by and among the Borrower, the Guarantors and the Administrative Agent; and

WHEREAS, pursuant to the terms of the Security Agreement, the Obligor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. Grant of Security Interest in Patent Collateral. Obligor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Obligor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):


- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto; and
- (b) all Accessions, Proceeds and products of any and all of the foregoing..

3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Obligor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

ABILITYONE CORPORATION,
a Michigan corporation

By: 
Name: Howard A. Schwartz
Title: President & Chief Executive Officer

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: _____
Name:
Title:

The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

ABILITYONE CORPORATION,
a Michigan corporation

By: _____
Name:
Title:

Acknowledged and Accepted:

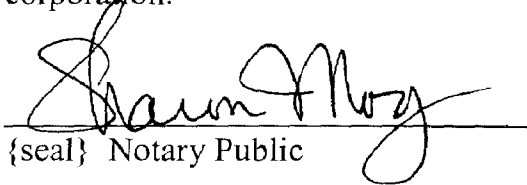
FIRST UNION NATIONAL BANK,
As Administrative Agent

By: *David M. Gillespie*
Name: *David Gillespie*
Title: *Director*

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this _____ day of _____, 2002 before me personally appeared Howard A. Schwartz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AbilityOne Corporation, who being by me duly sworn did depose and say that s/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that s/he acknowledged said instrument to be the free act and deed of said corporation.


{seal} Notary Public



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